

CONTRACT #12
RFS # N/A
UT Tracking # 92514

University of Tennessee
Health Science Center

VENDOR:
VA Medical Center



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

November 6, 2006

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the Veterans Administration (VA) Medical Center in Memphis. The UT Health Science Center has research laboratories located on the VA Medical Center campus in Memphis. The VA Medical Center, which is fully accredited by the Association for Accreditation and Assessment of Laboratory Animal Care, International, provides animal care services for the animals housed at their facilities.

Presented for consideration are two related contracts. The first is an amendment to the existing contract to extend services through December 31, 2006. The second is a new contract for the period January 1, 2007 – June 30, 2007. The cumulative effect of these two documents for the UTHSC is the acquisition of animal care services for FY 2007. We are processing two separate documents to aid the VA Medical Center in complying with their contract processing procedures.

Although these contracts would not ordinarily meet the committee's review criteria, the UTHSC has previously contracted with the VA Medical Center for animal care services since FY 1999 at a total cost of \$421,200. Because the previous contracts, as is the contract now submitted for your review, were annual contracts we failed to note the need for the committee's review. Based on information obtained at the August 24, 2006 meeting, we are in the process of reviewing previous contracts to identify those on-going services that fall under the review guidelines.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. William Owen

CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
				N/A			
State Agency				State Agency/Division			
University of Tennessee				UT Health Science Center			
Contractor Name				Contractor ID# (FEIN or SSN)			
VA Medical Center				<input type="checkbox"/> C- or <input type="checkbox"/> V- 62-0480254			
Service Description							
Provide animal care services							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		GFDA #	
January 1, 2007		June 30, 2007		Vender		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> N/A Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
332.30		N/A		N/A		N/A	
Funding Grant Code		Funding Subgrant Code					
N/A		N/A					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2007				\$65,000.00	\$ 65,000.00		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
TOTAL	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY					
1999 - 2007	\$ 486,200.00		Sylvia Davis 865-974-2243				
2007	\$ 65,000.00		State Agency Budget Officer Approval				
			Sylvia Davis, VP Administration and Finance				
			Funding Certification (certification required by T.C.A. § 9-4-5119 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL	\$ 551,200.00	\$ -					
End Date	June 30, 2007						
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR) N/A							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method				
<input type="checkbox"/> Non-Competitive Negotiation	<input checked="" type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other				
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
The UT Health Science Center research animals are housed at the VA Medical Center which makes them the logical provider of services.							

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE CONTRACT**

APPROVED:

UT System Office Approval

Date

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request cannot be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) UT Tracking Number			
2) Campus/Institute Name	The University of Tennessee Health Science Center		
3) Short Description:	Provide animal care services		
4) Proposed Vendor:	Name:	VA Medical Center	
	Vendor Number:		
	Vendor ID:	62-1162482	
5) Contract Start Date:			January 1, 2007
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			June 30, 2007
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$65,000 for this contract. Previous annual contracts in place beginning in 1999 bring the total maximum expenditure to \$551,200.
8) Approval Criteria : (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
9) Detailed Description of Service to be Acquired :			
The UT Health Science Center has research laboratories located at the VA Medical Center and their staff provides care for the animals located at that facility.			
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :			
Care for animals not located at the UT Health Science Center facilities is needed			
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :			
The UT Health Science Center has obtained services from the VA Medical Center since 1999..			
12) Name & Address of the Proposed Vendor/Contractor(s):			

(not required if proposed contractor is a state education institution)

VA Medical Center, 1030 Jefferson Avenue, Memphis, TN 38104

13) Evidence of the Proposed Vendor/Contractor's Experience and Length of Experience Providing the Service :

The VA Medical Center is fully accredited by the Association for Accreditation and Assessment of Laboratory Animal Care, International.

14) Documentation of Office for Information Resources Endorsement : N/A
(required only if the subject service involves information technology)

15) Documentation of Department of Personnel Endorsement : N/A
(required only if the subject service involves training for state employees)

16) Documentation of State Architect Endorsement : N/A
(required only if the subject service involves construction or real property related services)

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The UT Health Science maintains research laboratories at the VA Medical Center.

18) Justification of Why the University Should Use Non-Competitive Negotiation Rather Than a Competitive Process:
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

It is stated in the project director's protocol that the animals will be housed at the VA Medical Center and it is advantageous for the university to use their animal care services.

DRAFT

DEPARTMENT OF VETERANS AFFAIRS

VA MEDICAL CENTER MEMPHIS, TN
SHARING AGREEMENT FOR ANIMAL MAINTENANCE SERVICES
PURSUANT TO 38 U.S.C. 8153

PROVIDER:

Department of Veterans Affairs (VA)
VA Medical Center
1030 Jefferson Avenue
Memphis, TN 38104

USER:

University of Tennessee, Memphis through its
Lab Animal Care Unit
956 Court Avenue, Box 17
Memphis, TN 38163

This Agreement is entered into under the authority of Public Law 104-262 and the Veterans' Health Care Eligibility Reform Act of 1996 (Title 38 U.S.C. 8153). Notwithstanding any other provision, terms or conditions stated within this agreement, to preclude the possibility of denying or delaying the care and treatment of an eligible beneficiary of VA, both parties agree that exercise of this agreement will result in no reduction in the range of services, quality care or established priorities of care provided the beneficiary population of VA.

Priority For Veterans:

- a. VA reserves the right to deny provision of service to User where space or service is unavailable, or if provision of service to the User would deny or delay care to eligible veterans. VA agrees to notify the User of any changes in availability of service specified in this Agreement.
- b. Determinations by the VA concerning the availability of service and resources to be provided by the VA pursuant to this Agreement are conclusive, binding on the Parties to this Agreement, and non-reviewable. The decision of the VA not to provide any service or resources called for by this Agreement because of its unavailability does not constitute a breach of this Agreement and is not considered a cause for cancellation of this Agreement in whole or in part.

Purpose:

It is the express purpose of this Memorandum of Agreement to set forth, in general terms, the basic understandings and agreements between the parties in relation to the clinical and administrative processes and procedures to be followed in provision of services to the University of Tennessee, Memphis, Lab Animal Care Unit, Memphis, TN.

Authority:

This agreement is authorized under the provisions of the Veterans Health Care Eligibility Reform Act of 1996, Enhanced Health Care Resources Sharing Act, Public Law 104-262 (Title 38 U.S.C. 8151-8153) and shall be identified as VA Contract No. V614S-016. The understandings and procedures set forth in this agreement, including any references or attached documents hereto, shall constitute the sole terms and conditions established for and between the parties of this contract.

January 1, 2007 - June 30, 2007

The term of this Sharing Agreement shall be effective .

Description of Services:

The Department of Veterans Affairs Medical Center, Memphis, TN agrees to provide Animal Maintenance Services to the University of Tennessee, Memphis, Lab Animal Care Unit from July 1, 2006 to June 30, 2007. The Department of Veterans Affairs Medical Center Memphis shall provide daily maintenance of research animals. Services include furnishing food, water, housing and sanitation of cages (weekends and holidays included) in accordance with the standards for Association Assessment and Accreditation of Laboratory Animal Care International (AAALACI)

Housing: Animals will be kept in pens or cages at all times (confinement)

Special Animal Services: Includes technician services

Animal Species: The following species are to include, but not are limited to: dogs, hamsters, rats, mice, rabbits, ferrets, and other species as may be required by approved research protocols.

Services shall be provided seven (7) days per week, 365 days a years, including holidays

Disputes: All disputes arising under or relating to this Agreement shall be resolved in accordance with this clause. As used herein, "claim" means a written demand or assertion by one of the Parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to this Agreement. Any controversy of claim arising out of or relating to this Agreement on behalf of the University of Tennessee, Memphis Lab Animal Care Unit shall be presented initially to VA for consideration. An authorized VA selling agent shall furnish a written reply on the claim to the University of Tennessee, Memphis Lab Animal Care Unit.

Documentation of services rendered: The VAMC will establish and require its employees to comply with a record keeping system that the University of Tennessee, Memphis Lab Animal Care Unit receiving in full the services for which it is contracting. Animal housing records will consist of a weekly consensus report. The VAMC will also establish a record system of daily logs that documents receipt of animal services and supplies.

Confidentiality of patient records: Notwithstanding any other provision of this agreement to the contrary, documents and information created or gathered by the VA in the course of rendering this service will be returned to the University of Tennessee, Memphis Lab Animal Care Unit in total. VA will maintain a copy of the report.

Fee Schedule: The buyer will be charged and billed the rate in accordance with the prevailing rates. VA will charge the buyer the following fees for species:

PRICE LIST

SPECIES		
RATS	Metabolism	\$0.47
	Polycarbonate	\$0.99
	Wire Bottom	\$0.95
	Mirco-Isolator	\$1.37
RABBITS		\$1.32

MICE	Regular Cages	\$1.04
	Micro-Isolator	\$1.04
GUINEA PIGS		\$1.55
HAMSTER		\$0.99
FERRETS		\$1.33
TECH SERVICE	Per hour	\$18.80

Description of Services	Est. qty	Unit Cost	Total Cost
Animal care and maintenance to include Special animal services, drug supplies, Post-op care and animal housing	6 months	\$65,000	\$65,000

Payment: Payment of sums due the VAMC will be paid monthly in arrears by the University of Tennessee, Memphis Lab Animal Care Unit upon submission of a properly prepared Optional Form 1114, Bill of Collection with an itemized statement by the investigator for services furnished under this agreement submitted to the University of Tennessee by the VAMC. Payment shall be submitted to the VA within thirty (30) days of receipt of invoice. Under no circumstances will VAMC be responsible for third party billing.

Invoices shall be mailed to: University of Tennessee, Memphis
Lab Animal Care Unit
956 Court Avenue, Box 17
Memphis, TN 38163

Payments shall be mailed to: Department of Veterans Affairs Medical Center
Research Service (151)
1030 Jefferson Avenue
Memphis, TN 38104

All payments and correspondence pertaining to this agreement should reference contract number.

Marketing: The University of Tennessee, Memphis shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to VA without VA's consent. The University of Tennessee shall not advertise the award of this Agreement in commercial advertising in such a manner as to state or imply that VA endorses a product, project or commercial line of endeavor.

Indemnification: To the extent allowed by the laws of the State of Tennessee, The University of Tennessee, Memphis Lab Animal Care Unit shall hold harmless and indemnify VA from claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from University of Tennessee, Memphis Lab Animal Care Unit wrongful or negligent conduct in the performance of this Contract.

Status of Independent Contractor: The relationship of the parties is not nor shall be construed or interpreted to be a partnership; joint venture or agency. The relationship of the parties is an independent contractor relationship.

Governing Law: This contract shall be governed, construed and enforced in accordance with Federal Law.

General Liability: Liability for the sharing partner's animals shall remain the responsibility of the University of Tennessee, Memphis Lab Animal Care Unit. See Addendum re: Liability.

Modification or Termination:

a. This Agreement, or any of its specific provisions, may be revised or modified from time to time. Modifications, except for cancellation, shall require written consent of both parties.

b. Either party may cancel this agreement within ninety (90) days upon written notice.

Notices: Unless otherwise specifically provided in this Agreement, all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given effective as of the date hand delivered to a party or effective one day after mailed by Federal Express or comparable overnight courier service or three days after deposited in the United States Mail, postage prepaid, sent certified, return receipt requested, to the following addresses (or such other addresses of which one party may notify the other):

If to the VA:

Phyllis Holder, Contracting Officer
Contracting (90C)
Department of Veterans Affairs Medical Center
1030 Jefferson Ave.
Memphis, TN 38104

If to the University of Tennessee,

Attn: Business and Finance
62 S. Dunlap Street – 3rd Floor
Memphis, TN 38163
Anthony Ferrara, Vice Chancellor Finance and Operations
Name and Title of Approving Contractor Official

Changes: There shall be no variations or departures from the terms and conditions set forth in this agreement without prior written consent by authorized agents of the Parties hereto.

Agreement Number: V614S-013

For the: PROVIDER
The United States of America
Department of Veterans Affairs
Medical Center

For the: USER
University of Tennessee

PHYLLIS HOLDER
Contracting Officer

Charles M. Peccolo
Vice Pres. & Treasurer

Date _____

Date _____

Addendum

Liability

The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. § 9-8-301, et seq., which provides for a limited waiver of the State's sovereign immunity in specified cases, up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of The University of Tennessee for damages, losses, or costs, arising out of or related to acts performed by the University under this contract is governed by the provisions of said Act.

Maintenance of Records

Contractor shall maintain documentation for all charges against the University of Tennessee under this Agreement. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University of Tennessee or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

Payment

The University of Tennessee makes payment within 30 days upon receipt of invoice after execution of the agreement. Payment is made by a University of Tennessee check.

The University of Tennessee's maximum liability (or obligation of payment) for this agreement is up to
~~\$48,800.00~~

For the: PROVIDER
The United States of America
Department of Veterans Affairs
Medical Center

For the: USER
University of Tennessee

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
		N/A	
State Agency		State Agency Division	
University of Tennessee		UT Health Science Center	
Contractor Name		Contractor ID # (FEIN or SSN)	
VA Medical Center		<input type="checkbox"/> C- or <input type="checkbox"/> V- 62-0480254	
Service Description			
Provide animal care services			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
July 1, 2006	December 31, 2006	Vender	N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
332.30	N/A	N/A	N/A
Funding Grant Code	Funding Subgrant Code		
N/A	N/A		
FY	State	Federal	TOTAL Contract Amount
2007			\$ 65,000.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:	\$ -	\$ -	\$ 65,000.00
— COMPLETE FOR AMENDMENTS ONLY —		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis 865-974-2243
1999 - 2006	\$ 421,200.00	\$ 65,000.00	State Agency Budget Officer Approval Sylvia Davis, VP Administration and Finance
2007			
Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
TOTAL:	\$ 421,200.00	\$ 65,000.00	
End Date	June 30, 2006	December 31, 2006	
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input checked="" type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
<p>The UT Health Science Center research animals are housed at the VA Medical Center which makes them the logical provider of services.</p>			

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

University of Tennessee System Office Approval
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number		
2) Campus/Institute Name:	UT Health Science Center	
EXISTING CONTRACT INFORMATION		
3) Short Description :	Provide animal care services	
4) Proposed Vendor :	VA Medical Center VENDOR ID: 62-0480254	
5) Contract #		
6) Contract Start Date :	July 1, 1999	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$421,200	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	\$65,000	
10) <u>Proposed</u> Amendment Effective Date:	July 1, 2006	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2006	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$486,200	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Extends delivery of current animal care services through December 31, 2006		
15) Explanation of Need for the Proposed Amendment :		
Provides care for laboratory animals housed at the VA Medical Center		

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

VA Medical Center, 1030 Jefferson Avenue, Memphis, TN 38104

17) Documentation of Office for Information Resources Endorsement : N/A
(required only if the subject service involves information technology)

18) Documentation of Department of Personnel Endorsement : N/A
(required only if the subject service involves training for state employees)

19) Documentation of State Architect Endorsement : N/A
(required only if the subject service involves construction or real property related services)

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The project director's protocol states that the animals will be housed at the VA Medical Center

21) Justification for the Proposed Non-Competitive Amendment :

The UT Health Science Center and the Memphis VA Medical Center both maintain animal research facilities that are assured by the Public Health Service and fully accredited by the Association for Accreditation and Assessment of Laboratory Animal Care, International. All research investigators who conduct basic research in laboratories at the Memphis VA Medical Center are also UT faculty members.

CONTRACT AMENDMENT

-AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1									
2. AMENDMENT/MODIFICATION NO. S/A #3		3. EFFECTIVE DATE 7-1-06		4. REQUISITION/PURCHASE REQ. NO.									
5. PROJECT NO. (If applicable)		6. ISSUED BY Department of Veterans Affairs (90C) 1030 Jefferson Avenue Memphis, TN 38104-2193		7. ADMINISTERED BY (If other than Item 6)									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) University of Tennessee (Dept. of Comparative Medicine) 62 S. Dunlap Memphis, TN 38163		X		9A. AMENDMENT OF SOLICITATION NO.									
				9B. DATE (SEE ITEM 11)									
CODE		FACILITY CODE		1-A. MODIFICATION OF CONTRACT/ORDER NO. V614P-016 DATED (SEE ITEM 13)									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.</p>													
12. ACCOUNTING AND APPROPRIATION DATA (If required)													
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(B)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>						(B)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9		D. OTHER (Specify type of modification and authority)
(B)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.												
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).												
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9												
	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <u>IS</u> required to sign this document and return <u>1</u> copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)													
V614S-016 Animal Maintenance – Selling Agreement Contract Extension – UT Contract # 92514													
<p>* The contract for animal maintenance services provided by the Department of Veterans Affairs Medical Center, Memphis to the University of Tennessee Department of Comparative Medicine is extended for the period of July 1, 2006 to December 31, 2006 at the current rate. All and provisions of the sharing agreement remain as agreed upon.</p>													
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)									
(Signature of person authorized to sign)				Phyllis Holder, Contracting Officer									
				16B. UNITED STATES OF AMERICA BY <u>/es/ Phyllis Holder</u> (Signature of Contracting Officer)									
				16C. DATE SIGNED 6-29-06									

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. — Dated),
and 10, (Modification of Contract/Order No. — Dated). Check the appropriate box and in the corresponding blanks insert the number and

date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriate Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification

Net increase \$

(2) Accounting classification

Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

In lieu of STANDARD FORM 30 BACK

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Revised 6/28/05

DEPARTMENT OF VETERANS AFFAIRS

VA MEDICAL CENTER MEMPHIS, TN
SHARING AGREEMENT FOR ANIMAL MAINTENANCE SERVICES
PURSUANT TO 38 U.S.C. 8153 V614S-016

PROVIDER:

Department of Veterans Affairs (VA)
VA Medical Center
1030 Jefferson Avenue
Memphis, TN 38104

USER:

through its
University of Tennessee, Memphis
Department of Comparative Medicine
956 Court Avenue, Box 17
Memphis, TN 38163



This Agreement is entered into under the authority of Public Law 104-262 and the Veterans Health Care Eligibility Reform Act of 1996 (Title 38 U.S.C. 8153). Notwithstanding any other provision, terms or conditions stated within this agreement, to preclude the possibility of denying or delaying the care and treatment of an eligible beneficiary of VA, both parties agree that exercise of this agreement will result in no reduction in the range of services, quality care or established priorities of care provided the beneficiary population of VA.

Priority For Veterans:

- a. VA reserves the right to deny provision of service to User where space or service is unavailable, or if provision of service to the User would deny or delay care to eligible veterans. VA agrees to notify the User of any changes in availability of service specified in this Agreement.
- b. Determinations by the VA concerning the availability of service and resources to be provided by the VA pursuant to this Agreement are conclusive, binding on the Parties to this Agreement, and non-reviewable. The decision of the VA not to provide any service or resources called for by this Agreement because of its unavailability does not constitute a breach of this Agreement and is not considered a cause for cancellation of this Agreement in whole or in part.

Purpose:

It is the express purpose of this Memorandum of Agreement to set forth, in general terms, the basic understandings and agreements between the parties in relation to the clinical and administrative processes and procedures to be followed in provision of services to the University of Tennessee, Memphis, Department of Comparative Medicine, Memphis, TN.

Authority:

This agreement is authorized under the provisions of the Veterans Health Care Eligibility Reform Act of 1996, Enhanced Health Care Resources Sharing Act, Public Law 104-262 (Title 38 U.S.C. 8151-8153) and shall be identified as VA Contract No. V614S-016. The understandings and procedures set forth in this agreement, including any references or attached documents hereto, shall constitute the sole terms and conditions established for and between the parties of this contract.

The term of this Sharing Agreement shall be effective *October 1, 2005* through June 30, 2006.



Description of Services:

The Department of Veterans Affairs Medical Center, Memphis, TN agrees to provide Animal Maintenance Services to the University of Tennessee, Memphis, Department of Comparative Medicine from July 1, 2005 through June 30, 2006. The Department of Veterans Affairs Medical Center Memphis shall provide daily maintenance of research animals. Services include furnishing food, water, housing and sanitation of cages (weekends and holidays included) in accordance with the standards for Association Assessment and Accreditation of Laboratory Animal Care International (AAALACI)

Housing: Animals will be kept in pens or cages at all times (confinement)

Special Animal Services: Includes technician services

Animal Species: The following species are to include, but not are limited to: dogs, hamsters, rats, mice, rabbits, ferrets, and other species as may be required by approved research protocols.

Services shall be provided seven (7) days per week, 365 days a years, including holidays

Disputes: All disputes arising under or relating to this Agreement shall be resolved in accordance with this clause. As used herein, "claim" means a written demand or assertion by one of the Parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to this Agreement. Any controversy of claim arising out of or relating to this Agreement on behalf of University of Tennessee, Memphis Department Comparative Medicine shall be presented initially to VA for consideration. An authorized VA selling agent shall furnish a written reply on the claim to the University of Tennessee, Memphis Department of Comparative Medicine. In the event the Parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration at VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Means of Dispute Resolution VA Directive 7483 and the Administrative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof. Any claim by the University of Tennessee, Memphis Department of Comparative Medicine must be presented no later than 30 calendar days after cancellation or final expiration of the Agreement, whichever occurs earlier, otherwise the University of Tennessee, Memphis Department of Comparative Medicine forfeits its right(s) to relief. See Addendum re: Disputes PH order 9/30/05

Documentation of services rendered: The VAMC will establish and require its employees to comply with a record keeping system that the University of Tennessee, Memphis Department of Comparative Medicine receiving in full the services for which it is contracting. Animal housing records will consist of a weekly consensus report. The VAMC will also establish a record system of daily logs that documents receipt of animal services and supplies.

Confidentiality of patient records: Notwithstanding any other provision of this agreement to the contrary, documents and information created or gathered by the VA in the course of rendering this service will be returned to the University of Tennessee, Memphis Department of Comparative Medicine in total. VA will maintain a copy of the report.

Fee Schedule: The buyer will be charged and billed the rate in accordance with the prevailing rates published in the University of Tennessee, Memphis, Comparative Price List FY 2005. (Price list include

the following fees: airport pick-up order, feed & bedding delivery trip, facilities and equipment). VA will charge the buyer the following fees for species:

VA-ANIMAL SPECIES PRICE LIST

RATS	Metabolism	\$0.47
	Polycarbonate	\$0.99
	Wire Bottom	\$0.95
	Micro-Isolator	\$1.37
RABBITS		\$1.32
MICE	Regular Cages	\$1.04
	Micro-Isolator	\$1.04
GUINEA PIGS		\$1.55
HAMSTER		\$0.99
FERRETS		\$1.33
TECH SERVICE	Per hour	\$15.00

Description of Services	Est. qty	Unit Cost	Total Cost
Animal care and maintenance to include Special animal services, drug supplies, Post-op care and animal housing	1 yr	\$130,000.00	\$130,000.00

Payment: Payment of sums due the VAMC will be paid monthly in arrears by the University of Tennessee, Memphis Department of Comparative Medicine upon submission of a properly prepared Optional Form 1114, Bill of Collection with an itemized statement by the investigator for services furnished under this agreement submitted to the University of Tennessee by the VAMC. Payment shall be submitted to the VA within thirty (30) days of receipt of invoice. Under no circumstances will VAMC be responsible for third party billing.

Invoices shall be mailed to; University of Tennessee, Memphis
Department of Comparative Medicine
956 Court Avenue, Box 17
Memphis, TN 38163

Payments shall be mailed to Department of Veterans Affairs Medical Center
Research Service (151)
1030 Jefferson Avenue
Memphis, TN 38104

All payments and correspondence pertaining to this agreement should reference contract number.

Marketing: The University of Tennessee, Memphis shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to VA without VA's consent. The University of Tennessee shall not advertise the award of this Agreement in commercial advertising in such a manner as to state or imply that VA endorses a product, project or commercial line of endeavor.

To the extent allowed by the laws of the State of TN,
Indemnification: The University of Tennessee, Memphis Department of Comparative Medicine shall hold harmless and indemnify VA from claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from University of Tennessee, Memphis Department of Comparative Medicine wrongful or negligent conduct in the performance of this Contract. *See Addendum re: indemnification 9/30/05*

Status of Independent Contractor: The relationship of the parties is not nor shall be construed or interpreted to be a partnership; joint venture or agency. The relationship of the parties is an independent contractor relationship.

Governing Law: This contract shall be governed, construed and enforced in accordance with Federal Law.

General Liability: Liability for the sharing partner's animals shall remain the responsibility of the University of Tennessee; Memphis Department of Comparative Medicine *See addendum re: Liability*

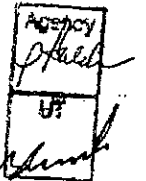
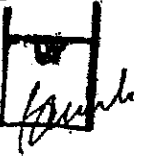
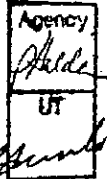
Modification or Termination:

- a. This Agreement, or any of its specific provisions, may be revised or modified from time to time. Modifications, except for cancellation, shall require written consent of both parties.
- b. Either party may cancel this agreement within ninety (90) days upon written notice.

Notices: Unless otherwise specifically provided in this Agreement, all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given effective as of the date hand delivered to a party or effective one day after mailed by Federal Express or comparable overnight courier service or three days after deposited in the United States Mail, postage prepaid, sent certified, return receipt requested, to the following addresses (or such other addresses of which one party may notify the other):

If to the VA:

Phyllis Holder, Contracting Officer (90C)
Acquisitions
Department of Veterans Affairs Medical Center
1030 Jefferson Ave.
Memphis, TN 38104



If to the University of Tennessee.

Attn: Business and Finance
Grants and Contracts Office
62 S. Dunlap Street - 3rd Floor
Memphis, TN 38163
Attn: Sandra Pulliam

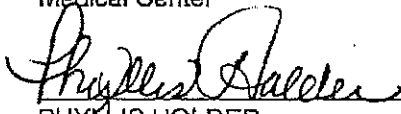
Name and Title of Approving Contractor Official

Changes: There shall be no variations or departures from the terms and conditions set forth in this agreement without prior written consent by authorized agents of the Parties hereto.

Agreement Number: V614S-013

For the: PROVIDER

The United States of America
Department of Veterans Affairs
Medical Center



PHYLIS HOLDER

Contracting Officer

Date 10/4/05

For the: USER

University of Tennessee,



(Name & title of Approving Contracting Official)

Vice President

Date AUG 22 2005

Charles M. Paccolo
Vice Pres. & Treasurer

ADDENDUM

LIABILITY

The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. § 9-8-301, et seq., which provides for a limited waiver of the State's sovereign immunity in specified cases, up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of The University of Tennessee for damages, losses, or costs, arising out of or related to acts performed by the University under this contract is governed by the provisions of said Act.

INDEMNIFICATION

Any liability of the University of Tennessee to VA Medical Center and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University of Tennessee under this agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. § 9-8-301 et seq. *P. Hoelder 9/30/05*

DISPUTES

~~The University of Tennessee is a State of Tennessee institution and is not allowed, by law, to arbitrate.~~

~~TCA § 20-13-102. Actions against state prohibited. (a) No court in the state shall have any power, jurisdiction, or authority to entertain any suit against the state, or against any officer of the state acting by authority of the state, with a view to reach the state, its treasury, funds, or property, and all such suits shall be dismissed as to the state or such officers, on motion, plea, or demurrer of the law officer of the state, or counsel employed for the state. (b) No statutory or other provision authorizing the University of Tennessee (APPLICANT) and its board of trustees to sue and be sued shall constitute a waiver of sovereign immunity. [Acts 1873, ch. 13, § 2; Shan., § 4507; Code 1932, § 8534; Acts 1977, ch. 170, § 1, T.C.A. (orig. ed.), § 20-1702.] P. Hoelder 9/30/05~~

MAINTENANCE OF RECORDS

Contractor shall maintain documentation for all charges against the University of Tennessee under this Agreement. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University of Tennessee or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

PAYMENT

The University of Tennessee makes payment within 30 days upon receipt of invoice after execution of the agreement. Payment is made by a University of Tennessee check.

The University of Tennessee's maximum liability (or obligation of payment) for this agreement is up to \$130,000.00.

VA MEDICAL CENTER
DEPARTMENT OF VETERANS AFFAIRS

P. Hoelder, Contracting Officer
Signature

Date 10/4/05

UNIVERSITY OF TENNESSEE

Charles M. Paccolo
Vice President

Charles M. Paccolo
Vice Pres. & Treasurer

Date AUG 22 2005